

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: William D. Kennedy  
Application No./Patent No.: 09/407,124 Filed/Issue Date: September 27, 1999  
Title: **METHOD TO CREATE A CUSTOMIZED E-COMMERCE STORE**  
Vcommerce Holdings, Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in:  
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or  
3. ☐ an assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)  
the patent application/patent identified above by virtue of either:  
A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was  
recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_  
Frame \_\_\_\_\_, or for which a copy thereof is attached

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

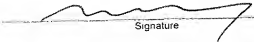
1. From: William D. Kennedy To: Vstore, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 010290, Frame 0282, or for which a copy thereof is attached.  
2. From: William Kennedy To: Vcommerce Corp.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 018360, Frame 0285, or for which a copy thereof is attached.  
3. From: Vstore, Inc. To: Vcommerce Corporation  
The document was recorded in the United States Patent and Trademark Office at  
Reel 022936, Frame 0242, or for which a copy thereof is attached.  
4. From: Vcommerce Corporation To: Vcommerce Holdings, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee

  
Signature  
Michael Evanoff  
Printed or Typed Name

11-2-09  
Date  
CFO, Vcommerce Holdings, Inc.  
Title

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted via the Office electronic filing system in accordance with § 1.6(a)(4).

Dated November 2, 2009

Signature /Robert P. Ziemian/ (Robert P. Ziemian)

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this 28<sup>th</sup> day of August, 2009, by Vcommerce Corporation, a corporation duly organized and existing under laws of the United States of America ("Assignor"), to Vcommerce Holdings, Inc., a corporation duly organized and existing under the laws of the United States of America ("Assignee"), whose address is 1180 Celebration Boulevard, Suite 101, Celebration, Florida 34747.

**WITNESSETH**

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the 28<sup>th</sup> day of August, 2009 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain assets, including, without limitation, certain intellectual property assets; and

WHEREAS, Assignor has agreed to execute such instrument as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns all right, title, and interest of Assignor in, to, and under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title, and interest in, to, and under all of Assignor's intellectual property including, without limitation, the entire right, title, and interest in and to:

1. The patents and patent applications and the inventions described therein, including any divisions, continuations, or continuations-in-part thereof that have been or may be filed, any utility applications claiming priority thereto, any reissues, renewals, or extensions thereof, any patent application which has been or may be filed on the invention in countries foreign to the United States of America, and any patents granted thereon;
2. The unregistered trademarks, registered trademarks and trademark applications, together with the goodwill of the business symbolized by the trademarks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said trademarks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the trademarks are registered or subsist and any renewals of the terms thereof; and
3. The copyrights, copyright registrations, and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyright registrations and copyright applications, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, copyright registrations and copyright applications, and in and to all rights corresponding to the foregoing throughout the world;

as set forth on the attached Exhibit A (collectively, the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant, and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options, or limitation of every kind, except for certain lien(s) set forth and preserved in the Agreement, all of Assignor's worldwide right, title, and interest in, to, and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to, or subsequent to the date of this Assignment, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and all priority rights in the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

Assignor agrees to execute, acknowledge, and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements, and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

**ASSIGNOR:**

Vcommerce Corporation

By: Robert Tuttle

Printed Name: Robert Tuttle

Title: CEO

STATE OF Arizona  
COUNTY OF Maricopa

Before me, a Notary Public, in and for said County and State, personally appeared Robert Tuttle known to me to be the CEO of Vcommerce Corporation, who acknowledged the execution of the foregoing Intellectual Property Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 28th day of August, 2009.



Robin Langsmith  
Notary Public Signature

Printed Name

My Commission Expires: 10/29/10

Maricopa  
County of Residence

**EXHIBIT A****Issued Patents and Patent Applications**

Title	Country	Application No.	Application Date	Inventors	Status
METHOD TO CREATE A CUSTOMIZED E-COMMERCE STORE	US	09/407,124	27-Sep-1999	William Daniel Kennedy	Pending
SYSTEM AND METHOD FOR THE MODULAR GENERATION OF MARKUP LANGUAGE	US	10/979,602	01-Nov-2004	William Kennedy and Pete Mueller	Published 04-May-2006

**Registered Trademarks and Trademark Applications**

Trademark	Country	Application No.	Registration No.	Class	Status
VCOMMERCE	CA	1317341			Allowed - Certificate Of Registration forthcoming
VCOMMERCE	EM	5343835	005343835	9, 35	Renewal Due 28-Sep-2016
VCOMMERCE	MX	809548	988538	35	Renewal Due 28-Sep-2016
VCOMMERCE	US	78/847,575	3,285,962	35, 36	Declaration Under §§8&15 Due 28-Aug-2013 Renewal Due 28-Aug-2017
VCOMMERCE COMMERCE SIMPLIFIED (and design)	US	78/847,609	3,285,963	35, 36	Declaration Under §§8&15 Due 28-Aug-2013 Renewal Due 28-Aug-2017
VSTORE	US	75/580,810	2,427,859	35	Renewal Due 13-Feb-2011

**Copyrights, Registered Copyrights and Copyright Applications**

The Copyright for all source code ever acquired, created, bought or escrowed throughout the life of VCommerce Corporation and VStore, Inc. including, but not limited to, all source code contained in all SubVersion source control repositories and all software required to build all common modules and all product solutions including, but not limited to, the following modules: Storefront/POE, eConnect, Fulfillment, Catalog, Reporting, and Delphi Configuration Tools.

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vcommerce Corporation	08/28/2009
RECEIVING PARTY DATA	
Name:	Vcommerce Holdings, Inc.
Street Address:	1180 Celebration Boulevard
Internal Address:	Suite 101
City:	Celebration
State/Country:	FLORIDA
Postal Code:	34747
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09407124
Application Number:	10979602
CORRESPONDENCE DATA	
Fax Number:	(303)894-9239
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-894-6330
Email:	EVonSpreckelsen@pattonboggs.com
Correspondent Name:	Robert P. Ziemian
Address Line 1:	Patton Boggs LLP
Address Line 2:	1801 California Street, Suite 4900
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	013199.0100

NAME OF SUBMITTER:	Robert P. Ziemian
Signature:	/Robert P. Ziemian/
Date:	09/01/2009
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT970975
Receipt Date:	09/01/2009
Fee Amount:	\$80

  
EWANOFF 11-2-09